

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 13**

**ACRON NAVY PIER HOTEL LLC, MAVERICK  
HOTELS AND RESTAURANTS, LLC, AND 1000  
EAST GRAND, LLC, AS JOINT EMPLOYERS OR  
A SINGLE INTERGRATED ENTERPRISE, AND  
UNITED SERVICE COMPANIES, INC., AS JOINT  
EMPLOYER, COLLECTIVELY D/B/A SABLE  
HOTEL AT NAVY PIER, OFFSHORE ROOFTOP  
& BAR, AND LIRICA AT NAVY PIER**

**and**

**Cases 13-CA-300316  
13-CA-301387**

**UNITE HERE LOCAL 1**

**ORDER CONSOLIDATING CASES, CONSOLIDATED  
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case 13-CA-300316 and Case 13-CA-301387, which are based on charges filed by UNITE HERE Local 1 (Charging Party or Union), against Acron Navy Pier Hotel LLC (Respondent Acron), Maverick Hotels and Restaurants, LLC, (Respondent Maverick) and 1000 East Grand, LLC, (Respondent 1000 East Grand) as joint employers or a single integrated enterprise, herein collectively called Respondents Acron-Maverick and United Service Companies, Inc., (Respondent United) as joint employers, collectively d/b/a Sable Hotel at Navy Pier (Respondent Sable), Offshore Rooftop & Bar, (Respondent Offshore) and Lirica at Navy Pier, (Respondent Lirica), herein collectively called Respondents United Service Companies, are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act) and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below:

**I**

(a) The charge in case 13-CA-300316 was filed by the Charging Party on July 29, 2022, and a copy was served on Respondents Acron-Maverick and Respondents United Service Companies by U.S. mail on August 1, 2022.

(b) The first amended charge in case 13-CA-300316 was filed by the Charging Party on

February 2, 2023, and a copy was served on Respondents Acron-Maverick and Respondents United Service Companies by U.S. mail on February 3, 2023.

(c) The charge in case 13-CA-301387 was filed by the Charging Party on August 15, 2022, and a copy was served on Respondents Acron-Maverick and Respondents United Service Companies by U.S. mail on August 16, 2022.

(d) The first amended charge in case 13-CA-301387 was filed by the Charging Party on February 2, 2023, and a copy was served on Respondents Acron-Maverick and Respondents United Service Companies by U.S. mail on February 3, 2023.

## II

(a) At all material times, Respondent Acron, a Delaware limited liability company with facilities in Chicago, Illinois, has been engaged in providing lodging.

(b) During the preceding twelve months, a representative period, Respondent Acron, in conducting its business operations as described above in paragraph II (a), derived gross revenues in excess of \$500,000 and purchased and received goods valued in excess of \$5,000 directly from points outside the State of Illinois.

(c) At all material times, Respondent Acron has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

## III

(a) At all material times, Respondent Maverick, an Illinois limited liability company with facilities in Chicago, Illinois, has been engaged in providing lodging and the retail sale of food and beverages.

(b) During the preceding twelve months, a representative period, Respondent Maverick, in conducting its business operations as described above in paragraph III (a), derived gross revenues in excess of \$500,000 and purchased and received goods valued in excess of \$5,000 directly from points outside the State of Illinois.

(c) At all material times, Respondent Maverick has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

## IV

(a) At all material times, Respondent 1000 East Grand, an Illinois limited liability company with facilities in Chicago, Illinois, has been engaged in the and has been engaged in the retail sale of beverages.

(b) During the preceding twelve months, a representative period, Respondent 1000 East Grand in conducting its business operations as described above in paragraph IV (a), derived

gross revenues in excess of \$500,000 and purchased and received goods valued in excess of \$5,000 directly from points outside the State of Illinois.

(c) At all material times, Respondent 1000 East Grand has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

## V

(a) At all material times, Respondent United, an Illinois corporation, with facilities in Chicago, Illinois has been engaged in providing professional employment services.

(b) During the preceding twelve months, a representative period, Respondent United, in conducting its business operations described above in paragraph V(a), provided services valued in excess of \$50,000 to employers which are directly engaged in interstate commerce.

(c) At all material times, Respondent United has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

## VI

(a) At all material times, Respondent Sable, an Illinois limited liability company with facilities in Chicago, Illinois, has been engaged in providing lodging.

(b) During the preceding twelve months, a representative period, Respondent Sable, in conducting its business operations as described above in paragraph VI(a), derived gross revenues in excess of \$500,000 and purchased and received goods valued in excess of \$5,000 directly from points outside the State of Illinois.

(c) At all material times, Respondent Sable has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

## VII

(a) At all material times, Respondent Offshore, an Illinois limited liability company with facilities in Chicago, Illinois, has been engaged in the and has been engaged in the retail sale of food and beverages.

(b) During the preceding twelve months, a representative period, Respondent Offshore, in conducting its business operations as described above in paragraph VII (a), derived gross revenues in excess of \$500,000 and purchased and received goods valued in excess of \$5,000 directly from points outside the State of Illinois.

(c) At all material times, Respondent Sable has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

## VIII

(a) At all material times, Respondent Lirica, a Delaware corporation with facilities in Chicago, Illinois, has been engaged in the and has been engaged in providing lodging.

(b) During the preceding twelve months, a representative period, Respondent Lirica, in conducting its business operations as described above in paragraph VIII(a), derived gross revenues in excess of \$500,000 and purchased and received goods valued in excess of \$5,000 directly from points outside the State of Illinois.

(c) At all material times, Respondent Lirica has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

## IX

(a) At all material times, Respondent Acron, Respondent Maverick, and Respondent 1000 East Grand have been parties to a contract which provides that they agreed to engage in the retail sale of food/beverages and provide lodging.

(b) At all material times, Respondent Acron, Respondent Maverick, and Respondent 1000 East Grand administered a common labor policy.

(c) At all material times, Respondent Acron, Respondent Maverick, and Respondent 1000 East Grand have been joint employers.

(d) At all material times, Respondents Acron-Maverick have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged personnel with each other; have interrelated operations with commonly owned equipment; and have held themselves out to the public as a single-integrated business enterprise.

(e) At all material times, based on its operations described above in paragraph IX(d), Respondents Acron-Maverick constitute a single employer within the meaning of the Act.

## X

(a) At all material times, Respondents Acron-Maverick and Respondents United Service Companies have been parties to a contract which provides that they agreed to engage in the retail sale of food and beverages and provide lodging to the public.

(b) At all material times, Respondents Acron-Maverick and Respondents United Services Companies administered a common labor policy.

(c) At all material times, Respondents Acron-Maverick and Respondents United Services Companies have been joint employers.

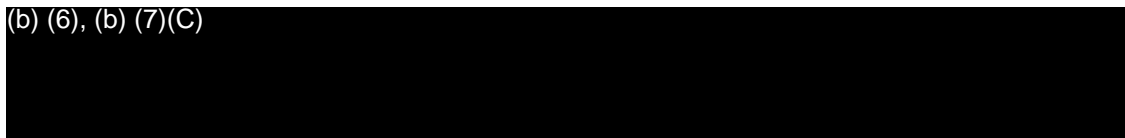
## XI

At all material times, the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

## XII

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondents Acron-Maverick and Respondents United Service Companies within the meaning of Section 2(11) of the Act and agents of Respondents Acron-Maverick and Respondents United Services Companies within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C)



## XIII

(a) The following employees of Respondents Acron-Maverick and Respondents United Service Companies (the Food and Beverage Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All regular full-time and part-time food and beverage employees employed at the Lirica Restaurant, 900 E Grand Ave, Chicago, Illinois 60611, including kitchen employees, servers, bussers, bartenders, cashiers<sup>1</sup> and hosts, but excluding all other employees, including confidential, secretarial, office clerical, sales, and skilled maintenance employees and all supervisors, managers, and guards as defined under the National labor Relations Act.

(b) The following employees of Respondents Acron-Maverick and Respondents United Service Companies (the Lodging Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All regular full-time and part-time employees at the Sable at Navy Pier Hotel, or such other hotel located at 900 E Grand Ave, Chicago, Illinois 60611 in the following classifications: hotel service, housekeeping and laundry (including room cleaners, house cleaners, bell persons, telephone operators, concierges, laundry workers, and front-desk employees), but excluding all other employees, including confidential, secretarial, office clerical, sales and skilled maintenance employees and all supervisors, managers, and guards as defined under the National Labor Relations Act.

(c) Since about August 5, 2021, and at all material times thereafter, Respondents Acron-Maverick and Respondents United Service Companies have recognized the Charging Party as the exclusive collective-bargaining representative of the Food and Beverage Unit and Lodging Unit.

(d) At all times since August 5, 2021, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Food and Beverage Unit and Lodging Unit.

#### XIV

(a) About August 1, 2022, Respondents Acron-Maverick and Respondents United Service Companies unilaterally and without notifying or bargaining with the Union, altered the Food and Beverage Unit's health care coverage.

(b) About August 1, 2022, Respondents Acron-Maverick and Respondents United Service Companies failed and refused to bargain collectively and in good faith with the Union by failing to notify or provide the Union with an opportunity to bargain over Respondents Acron-Maverick and Respondents United Service Companies' unilateral decision to change the Food and Beverage Unit's health care coverage.

#### XV

(a) Since about June 24, 2022, the Union has requested, in writing, that Respondents Acron-Maverick and Respondents United Service Companies furnish the Union with information in Paragraphs A-U in Attachment 1 hereto.

(b) The information requested above by the Union, excluding Paragraphs Q1, Q2, S1, and T1, is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Food and Beverage Unit and Lodging Unit.

(c) Since about June 24, 2022, Respondents Acron-Maverick and Respondents United Service Companies, have failed and refused to furnish the Union with the relevant information requested by it as described above in paragraph XV(a).

#### XVI

(a) By the conduct described above in paragraphs XIV and XV Respondents Acron-Maverick and Respondents United Service Companies have been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

#### XVII

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

#### XVIII

WHEREFORE, as part of the remedy for Respondents Acron-Maverick and Respondents United Service Companies' unfair labor practices alleged above in paragraph XI, the General

Counsel seeks an Order requiring Respondents Acron-Maverick and Respondents United Service Companies to cease and desist from violating Section 8(a)(5) and (1) of the Act in any manner and requiring that Respondents Acron-Maverick and Respondents United Service Companies bargain with the Union over Respondents Acron-Maverick and Respondents United Service Companies changes to the Food and Beverage Unit's health care coverage. The General Counsel also seeks an Order requiring Respondents Acron-Maverick and Respondents United Service Companies to rescind the changes to the Food and Beverage Unit's health care coverage, and make the Food and Beverage Unit employees whole for any benefits they lost because of the unlawful change to their health care coverage.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before March 10, 2023, or postmarked on or before March 9, 2023.** Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to [www.nlrb.gov](http://www.nlrb.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

### **NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT on **June 26, 2023, 10:00 a.m. at the Dirksen Federal Building, 219 South Dearborn Street, Suite 808, Chicago, IL 60604, or via Zoom Videoconference**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present

testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Chicago, IL this 24<sup>th</sup> day of February 2023.

/s/ **Paul Hitterman**

Paul Hitterman  
Acting Regional Director  
National Labor Relations Board  
Region 13  
Dirksen Federal Building  
219 South Dearborn Street, Suite 808  
Chicago, IL 60604-2027

Attachments



## **ATTACHMENT 1**

Request for Information by UNITE HERE Local 1

February 8, 2022

6 pages

### **A. Roster**

A list of all employees employed in the bargaining unit from opening to present (please provide information in Microsoft Excel format):

1. Full names
2. Dates of hire
3. Rates of pay
4. Job classification
5. Job classification seniority date
6. Department
7. Shift
8. Race
9. Gender
10. Marital status
11. Last known address
12. Telephone number
13. Social security number
14. Indicate Full Time / Part Time status
15. Email address

### **B. Earnings**

Gross pay for each employee by calendar year from opening to present (please provide information in Excel format):

- For employees receiving gratuity, report total amount paid out by Employer
- Straight time hours worked
- Overtime hours worked

### **C. Vacation Hours**

Accrued vacation hours for employees by calendar year from opening to present.

### **D. Rules and Policies**

1. A copy of all current personnel policies, practices, or procedures

2. A copy of the Employee handbook
3. A copy of all current work rules
4. A copy of each current job description for all positions within the bargaining unit
5. A copy of any attendance policy or program
6. A copy of any policies on social media

#### **E. Workers Compensation**

1. A copy of all occupational injuries and illnesses, including copies of OSHA 300 logs by calendar year from opening to present.
2. A copy of all job accident reports from opening to present.
3. A copy of all policies on light duty, including who is eligible
4. A list of all employees given light duty listed by classification, department, reason given, and dates of light duty in Excel format.
5. The name of the Employer's workers compensation insurance provider.
6. A list of the names and addresses of local clinics or hospitals that managers refer employees to in the event of an accident or injury.

#### **F. Benefits**

A copy of Summary of Plan benefits, including coverage levels, employee and employer contributions and co-pays for health, dental, vision, life, retirement, and any other benefits offered.

#### **G. Promotions**

1. A statement of all company policies or procedures with respect to promotions.
2. A list of all employees who have been promoted, either within classifications in the bargaining unit, or to positions outside the bargaining unit in Excel format. For each such person, provide the job classification to which promoted, the date of promotion, and the pay rate of the promotion.

#### **H. Training**

1. A description of any additional training pay policy, if applicable.
2. A list of all bargaining unit employees who are trainers within their department, including employees who train new employees, or have responsibility for training other employees in Excel format.
3. A description of training that employees do in their areas.

## **I. Layoff**

With respect to any employee who has been laid off from work, within the last six years, provide the date on which the employee was initially employed, the date or dates the employee was laid off, the name of the employee, and the manner in which the employee was recalled (if at all) in each case.

## **J. Housekeeping**

Please provide policies for the following:

1. Policy for assigning credits (i.e. room types like doubles, suites), including room quotas, number of doubles assigned per Room Attendant, floor or travel credits, check out room credits, turndown room quotas
2. Room inspection policy, including who inspects, what is inspected, how often the inspections are conducted, and what is the scoring system. Please provide a copy of the template room inspection report
3. Check out / room release policy. Please indicate who releases the room, and how it is released.
4. Policy and instructions for Room Attendants concerning guests who hang Do Not Disturb signs.
5. Whether the Employer pays Room Attendants for bought rooms, cots, pet rooms, sofa beds, or other amenities; and if so, the amount room attendants are paid.
6. Any special consideration of accommodations for pet rooms
7. A list of any special housekeeping cleaning tools purchased in the last six years for Room Attendants
8. Any other policies pertaining to housekeeping

Additionally, please provide:

9. A sample work assignment sheet.
10. A list of all hotel rooms, including the type of room (doubles, king, suite, etc.), floor, section, square footage, extra amenities provided, and date of last renovation in Excel format.

## **K. Bell/Door**

1. Distribution of work and gratuities among Bellmen, Doormen, Captains (if applicable)
2. Luggage storage policy and associated services charges, with percentage breakdown, including the amount charged to guest for a service, and the amount or percentage which is paid to bargaining unit members (if applicable)
3. Delivery/amenity charges and gratuities
4. Car holding policy
5. Policies governing rideshare (Uber, Lyft, etc.) accommodation

6. Any contracts between the Employer and a rideshare provider, including any incentive program
7. Porterage policy and associated services charges, with percentage breakdown, including the amount charged to guest for a service, and the amount or percentage which is paid to bargaining unit members (if applicable)
8. Policy on moving luggage from one guest room to another and associated services charges, with percentage breakdown, including the amount charged to guest for a service, and the amount or percentage which is paid to bargaining unit members (if applicable)

#### **L. Food and Beverage Operations**

1. Provide a current list of all food and beverage outlets (including room service and grab-and-go outlets), including current business hours, and menu or similar list of offerings
2. Any closures or service reductions since opening
3. Policy on gratuities for corporate functions or other discount functions.

#### **M. Room Service**

1. Provide the current hours of operation,
2. Gratuity added to guest checks
3. Any additional fees added to guest checks or “hospitalities” that do not go to bargaining unit members

#### **N. Minibar**

1. Provide the number of rooms that minibar attendants are required to check and stock during a workday.
2. List of duties for each type of room.
3. A sample work assignment sheet.
4. The maximum number of floors assigned to any minibar attendant.
5. The name of any contractor providing any minibar services, including a copy of the contract.

#### **O. Banquets**

Please provide the following lists in Excel format:

1. List of all “steadies,” A-List or regular employees in Excel format
2. List of all “B-List” or Loyalty list in Excel format
3. List of Banquet Extras in Excel format
4. List of Coffee Crew in Excel format
5. List of any fees or percentage charges the customers, and a description of service fee or gratuities charged to customers and date of last change

Please also provide the following:

6. Bartender/Server/Captain/Barporter/Management gratuity split
7. Current banquet service charge
8. Alcohol breakdown splits
9. Full gratuity service charge distribution policy and amounts
10. Any additional guest service charges or fees that do not go to bargaining unit members
11. Any additional services or products provided for which fees charged to guests for services or products provided by bargaining unit members
12. Policy for scheduling of all steadies (i.e. rotation or seniority)
13. Policy for scheduling banquet extras, including the distinction of scheduling “in house” extras vs. extras who are not working in the property in another department (i.e. extras who work the “circuit”)
14. Policies regarding pop-up, including the definitions and scheduling
15. “Scrub Captain” Lists practices and scheduling policies

#### **P. Coupons and discounts**

Provide a list of all non-cash items which are accepted in lieu of cash (coupons, vouchers, etc.)

#### **Q. Guest Incentive Programs**

1. Provide a list of any guest incentive programs (i.e. Green Choice, My Choice, Personal Privacy, etc.), including the rewards for participating guests.
2. Any policies concerning guest incentive programs.

#### **R. Pregnancy**

Provide a list of all employees who have requested accommodation under the Illinois Pregnancy Accommodation Law, whether they received an accommodation, the adjustment to their work under the accommodation, and (if applicable) the reason for their denial of accommodation in Excel format.

#### **S. Overtime / Scheduling**

1. Provide your policies and procedures for determining staffing levels and weekly schedules in each department.
2. Provide the name(s) of software used to make weekly departmental schedules

#### **T. Ownership/Operator Information**

1. Identify each entity that presently has any interest in the real property used in the operation, whether through ownership lease, pledge, security, or lien, the nature of the interest, and each such entity's form of the business organization jurisdiction under whose laws the entity is organized and the address of such entity. If any such entity is a subsidiary of or controlled by another company, identify the parent and nature of the relationship to the entity. Repeat for each ascending level in corporate hierarchy until the ultimate parent.
2. Identify each entity that presently has any right or power to operate all or any part of the operation, whether through lease, sublease, management agreement, operating agreement, or other contract or arrangement, the type of contract or other arrangement conferring such right or power and each such entity's form of business organization (e.g. corporation, limited liability company, partnership, etc.) jurisdiction under whose laws the entity is organized, and address of such entity. Provide a copy of the lease, sublease, management agreement, operation agreement or other contract, or arrangement, the type of contract or other arrangement such right or power.

#### **U. Subcontracting Agreement**

1. List any tasks, departments, outlets, or work practices which are subcontracted out to independent third parties
2. Provide a list of any leased or third-party food and beverage establishments on the Employer's premises.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**NOTICE**

Cases 13-CA-300316 et al

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

(b) (6), (b) (7)(C)

Maverick Hotels and Restaurants, LLC and  
Acron Navy Pier Hotel LLC and United  
Service Companies, Inc. d/b/a Sable Hotel at  
Navy Pier; 1000 East Grand LLC d/b/a Lirica  
at Navy Pier and Offshore Rooftop & Bar  
900 E Grand Ave  
Chicago, IL 60611

: (b) (6), (b) (7)(C) [@sablehotel.com](mailto:@sablehotel.com)

William F. Dugan , Attorney  
Baker & McKenzie  
300 East Randolph Street, Suite 5000  
Chicago, IL 60601-6342  
[william.dugan@bakermckenzie.com](mailto:william.dugan@bakermckenzie.com)

Joseph T. Charron JR., Attorney  
Baker & McKenzie  
300 East Randolph Street, Suite 5000  
Chicago, IL 60601-6342  
[jt.charron@bakermckenzie.com](mailto:jt.charron@bakermckenzie.com)

Daniel Miller , Organizing Director  
UNITE HERE Local 1  
218 S Wabash Avenue  
Suite 700  
Chicago, IL 60604  
[dmiller@unitehere1.org](mailto:dmiller@unitehere1.org)

Kimberly C. Weber , ESQ.  
McCracken Stemerma & Holsberry LLP  
475 14th Street, Suite 1200  
Oakland, CA 94612  
[kweber@msh.law](mailto:kweber@msh.law)

(b) (6), (b) (7)(C)  
Maverick Hotels and Restaurants, LLC and  
Acron Navy Pier Hotel LLC and United  
Service Companies, Inc. d/b/a Sable Hotel  
at Navy Pier; 1000 East Grand LLC d/b/a  
Lirica at Navy Pier and Offshore Rooftop &  
Bar  
900 E Grand Ave  
Chicago, IL 60611  
[\(b\) \(6\), \(b\) \(7\)\(C\)@sablehotel.com](mailto:(b) (6), (b) (7)(C)@sablehotel.com)



## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlrb.gov](http://www.nlrb.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility

of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 13

**ACRON NAVY PIER HOTEL LLC,  
MAVERICK HOTELS AND  
RESTAURANTS, LLC, AND 1000 EAST  
GRAND, LLC, AS JOINT EMPLOYERS OR  
A SINGLE INTEGRATED ENTERPRISE,  
AND UNITED SERVICE COMPANIES,  
INC., AS JOINT EMPLOYER,  
COLLECTIVELY D/B/A SABLE HOTEL AT  
NAVY PIER, OFFSHORE ROOFTOP &  
BAR, AND LIRICA AT NAVY PIER,**

**Respondent**

**and**

**Cases 13-CA-300316  
13-CA-301387**

**UNITE HERE LOCAL 1,**

**Charging Party.**

**RESPONDENTS' ANSWER AND DEFENSES TO ORDER CONSOLIDATING CASES,  
CONSOLIDATED COMPLAINT AND NOTICE OF HEARING**

NOW COMES Acron Navy Pier Hotel, LLC d/b/a Sable Hotel at Navy Pier ("Acron"), United Service Companies, Inc. ("United Service") (collectively the "Hotel"), 1000 East Grand, LLC d/b/a Lirica at Navy Pier and Offshore at Navy Pier ("1000 East Grand"), and Maverick Hotels and Restaurants, LLC ("Maverick") by and through their attorneys, Baker McKenzie, LLP, and pursuant to Section 102.20 et seq. of the Rules and Regulations of the National Labor Relations Board ("Rules and Regulations"), states for their Answer and Defenses to the Consolidated Complaint and Notice of Hearing as follows:

**I**

**ALLEGATION I(a)**

The charge in case 13-CA-300316 was filed by the Charging Party on July 29, 2022, and a copy was served on Respondents Acron-Maverick and Respondents United Service Companies by U.S. mail on August 1, 2022.

**ANSWER I(a)**

The Hotel, 1000 East Grand, and Maverick admit that Charging Party filed the charge in case 13-CA-300316 on July 29, 2022. The Hotel further admits that the Regional Director served a copy of the charge in case 13-CA-300316 on the Hotel by U.S. mail on or about August 1, 2022. The Hotel denies that Charging Party served a copy of the charge in case 13-CA-300316 on the Hotel as required by the Rules and Regulations. 1000 East Grand and Maverick deny that they were served with a copy of the

charge in case 13-CA-300316. Maverick further denies that it is a proper party in case 13-CA-300316. 1000 East Grand further denies that Respondent Offshore (as defined in the Complaint) and Respondent Lirica (as defined in the Complaint) are proper parties in case 13-CA-300316. The Hotel further denies that Respondent Sable (as defined in the Complaint) is a proper party case 13-CA-300316. The Hotel, Maverick, and 1000 East Grand further deny that Respondents Acron-Maverick (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel and 1000 East Grand further deny that Respondents United Service Companies (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel, 1000 East Grand, and Maverick further deny any and all remaining allegations contained in Paragraph I(a).

#### **ALLEGATION I(b)**

The first amended charge in case 13-CA-300316 was filed by the Charging Party on February 2, 2023, and a copy was served on Respondents Acron-Maverick and Respondents United Service Companies by U.S. mail on February 3, 2023.

#### **ANSWER I(b)**

The Hotel, 1000 East Grand, and Maverick admit that the first amended charge in case 13-CA-300316 was filed by Charging Party on or about February 2, 2023, and that the Regional Director served a copy of the first amended charge in case 13-CA-300316 by U.S. Mail on the Hotel, 1000 East Grand, and Maverick on or about February 3, 2023. The Hotel, 1000 East Grand, and Maverick deny that Charging Party served a copy of the first amended charge in case 13-CA-300316 as required by the Rules and Regulations. Maverick further denies that it is a proper party in case 13-CA-300316. 1000 East Grand further denies that Respondent Offshore (as defined in the Complaint) and Respondent Lirica (as defined in the Complaint) are proper parties in case 13-CA-300316. The Hotel further denies that Respondent Sable (as defined in the Complaint) is a proper party in case 13-CA-300316. The Hotel, Maverick, and 1000 East Grand further deny that Respondents Acron-Maverick (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel and 1000 East Grand further deny that Respondents United Service Companies (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel, 1000 East Grand, and Maverick further deny any and all remaining allegations contained in Paragraph I(b).

#### **ALLEGATION I(c)**

The charge in case 13-CA-301387 was filed by the Charging Party on August 15, 2022, and a copy was served on Respondents Acron-Maverick and Respondents United Service Companies by U.S. mail on August 16, 2022.

#### **ANSWER I(c)**

The Hotel, 1000 East Grand, and Maverick admit that Charging Party filed the charge in case 13-CA-301387 on August 15, 2022. The Hotel admits that the Regional Director served a copy of the charge in case 13-CA-301387 on the Hotel by U.S. mail on or about August 16, 2022. The Hotel denies that it is a proper party in case 13-CA-301387. The Hotel further denies that it was served with a copy of the charge in case 13-CA-301387 by Charging Party as required by the Rules and Regulations. The Hotel further denies that Respondent Sable (as defined in the Complaint) is a proper party in case 13-CA-301387. Maverick denies that it is a proper party in case 13-CA-301387. 1000 East Grand and Maverick deny that they were served with a copy of the charge in case 13-CA-301387. 1000 East Grand further denies that

Respondent Offshore (as defined in the Complaint) and Respondent Lirica (as defined in the Complaint) are proper parties in case 13-CA-301387. The Hotel, Maverick, and 1000 East Grand further deny that Respondents Acron-Maverick (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel and 1000 East Grand deny that Respondents United Service Companies (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel, Maverick, and 1000 East Grand further deny any and all remaining allegations contained in Paragraph I(c).

#### **ALLEGATION I(d)**

The first amended charge in case 13-CA-301387 was filed by the Charging Party on February 2, 2023, and a copy was served on Respondents Acron-Maverick and Respondents United Service Companies by U.S. mail on February 3, 2023.

#### **ANSWER I(d)**

The Hotel, Maverick, and 1000 East Grand admit that the first amended charge in case 13-CA-301387 was filed by Charging Party on or about February 2, 2023, and that the Regional Director served a copy of the first amended charge in case 13-CA-301387 by U.S. Mail on the Hotel, 1000 East Grand, and Maverick on or about February 3, 2023. The Hotel denies that it is a proper party in case 13-CA-301387. The Hotel further denies that Respondent Sable (as defined in the Complaint) is a proper party in case 13-CA-301387. Maverick denies that it is a proper party in case 13-CA-301387. 1000 East Grand further denies that Respondent Offshore (as defined in the Complaint) and Respondent Lirica (as defined in the Complaint) are proper parties in case 13-CA-301387. The Hotel, Maverick, and 1000 East Grand further deny that Respondents Acron-Maverick (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel and 1000 East Grand deny that Respondents United Service Companies (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel, Maverick, and 1000 East Grand further deny any and all remaining allegations contained in Paragraph I(d).

## **II**

#### **ALLEGATION II(a)**

At all material times, Respondent Acron, a Delaware limited liability company with facilities in Chicago, Illinois, has been engaged in providing lodging.

#### **ANSWER II(a)**

Acron admits that it is a Delaware limited liability company and that it owns the Sable Hotel at Navy Pier, which provides sleeping accommodations to members of the public for a fee. Maverick and 1000 East Grand lack sufficient knowledge or information to admit or deny the allegations contained in Paragraph II(a) and, on that basis, deny them. The Hotel, Maverick, and 1000 East Grand deny any and all remaining allegations contained in Paragraph II(a).

#### **ALLEGATION II(b)**

During the preceding twelve months, a representative period, Respondent Acron, in conducting its business operations as described above in paragraph II (a), derived gross revenues in excess of \$500,000 and purchased and received goods valued in excess of \$5,000 directly from points outside the State of Illinois.

### **ANSWER II(b)**

Acron admits the allegations contained in Paragraph II(b). Maverick, 1000 East Grand, and United Service lack sufficient information to admit or deny the allegations contained in Paragraph II(b) and, on that basis, denies them. The Hotel, Maverick, and 1000 East Grand deny any and all remaining allegations contained in Paragraph II(b).

### **ALLEGATION II(c)**

At all material times, Respondent Acron has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

### **ANSWER II(c)**

The allegations in Paragraph II(c) constitute legal conclusions to which no answer is required. To the extent an answer is required, Acron admits that, together with United Service it has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7). Maverick and 1000 East Grand lack knowledge or information sufficient to admit or deny the allegations contained in Paragraph II(c) and, on that basis, deny them. The Hotel, Maverick, and 1000 East Grand deny any and all remaining allegations contained in Paragraph II(c).

## **III**

### **ALLEGATION III(a)**

At all material times, Respondent Maverick, an Illinois limited liability company with facilities in Chicago, Illinois, has been engaged in providing lodging and the retail sale of food and beverages.

### **ANSWER III(a)**

Maverick admits that it is an Illinois limited liability company and has an office in Chicago, Illinois. Maverick denies the remaining allegations contained in Paragraph III(a). Maverick further denies that it is a proper party in this matter. The Hotel and 1000 East Grand lack knowledge or information sufficient to admit or deny the allegations contained in Paragraph III(a) and, on that basis, deny them. The Hotel, Maverick, and 1000 East Grand deny any and all remaining allegations contained in Paragraph III(a).

### **ALLEGATION III(b)**

During the preceding twelve months, a representative period, Respondent Maverick, in conducting its business operations as described above in paragraph III (a), derived gross revenues in excess of \$500,000 and purchased and received goods valued in excess of \$5,000 directly from points outside the State of Illinois.

### **ANSWER III(b)**

Maverick admits the allegations contained in Paragraph III(b). Maverick, however, denies that it is a proper party in this matter. The Hotel and 1000 East Grand lack knowledge or information sufficient to admit or deny the allegations contained in Paragraph III(b) and, on that basis, deny them. The Hotel, Maverick, and 1000 East Grand deny any and all remaining allegations contained in Paragraph III(b).

### **ALLEGATION III(c)**

At all material times, Respondent Maverick has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

### **ANSWER III(c)**

The allegations in Paragraph III(c) constitute legal conclusions to which no answer is required. To the extent an answer is required, Maverick denies the allegations contained in Paragraph III(c). Maverick further denies that it is a proper party in this matter. The Hotel and 1000 East Grand lack knowledge or information sufficient to admit or deny the allegations contained in Paragraph III(c) and, on that basis, deny them. The Hotel, Maverick, and 1000 East Grand deny any and all remaining allegations contained in Paragraph III(c).

## **IV**

### **ALLEGATION IV(a)**

At all material times, Respondent 1000 East Grand, an Illinois limited liability company with facilities in Chicago, Illinois, has been engaged in the [sic] and has been engaged in the retail sale of beverages.

### **ANSWER IV(a)**

1000 East Grand admits the allegations contained in Paragraph IV(a). The Hotel and Maverick lack sufficient knowledge or information to admit or deny the allegations contained in Paragraph IV(a) and, on that basis, deny them. The Hotel, Maverick, and 1000 East Grand deny any and all remaining allegations contained in Paragraph IV(a).

### **ALLEGATION IV(b)**

During the preceding twelve months, a representative period, Respondent 1000 East Grand in conducting its business operations as described above in paragraph IV (a), derived gross revenues in excess of \$500,000 and purchased and received goods valued in excess of \$5,000 directly from points outside the State of Illinois.

### **ANSWER IV(b)**

1000 East Grand admits the allegations contained in Paragraph IV(b). The Hotel and Maverick lack sufficient knowledge or information to admit or deny the allegations contained in Paragraph IV(b) and, on that basis, deny them. The Hotel, Maverick, and 1000 East Grand deny any and all remaining allegations contained in Paragraph IV(b).

### **ALLEGATION IV(c)**

At all material times, Respondent 1000 East Grand has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

### **ANSWER IV(c)**

The allegations in Paragraph IV(c) constitute legal conclusions to which no answer is required. To the extent an answer is required, 1000 East Grand admits the allegations contained in Paragraph IV(c).

The Hotel and Maverick lack information or knowledge sufficient to admit or deny the allegations contained in Paragraph IV(c) and, on that basis, deny them. The Hotel, Maverick, and 1000 East Grand deny any and all remaining allegations contained in Paragraph IV(c).

## V

### **ALLEGATION V(a)**

At all material times, Respondent United, an Illinois corporation, with facilities in Chicago, Illinois has been engaged in providing professional employment services.

### **ANSWER V(a)**

United Service admits the allegations contained in Paragraph V(a). Acron, Maverick, and 1000 East Grand lack information or knowledge sufficient to admit or deny the allegations contained in Paragraph V(a) and, on that basis, deny them. The Hotel, Maverick, and 1000 East Grand deny any and all remaining allegations contained in Paragraph V(a).

### **ALLEGATION V(b)**

During the preceding twelve months, a representative period, Respondent United, in conducting its business operations described above in paragraph V(a), provided services valued in excess of \$50,000 to employers which are directly engaged in interstate commerce.

### **ANSWER V(b)**

United Service admits the allegations contained in Paragraph V(b). Acron, 1000 East Grand, and Maverick lack information or knowledge sufficient to admit or deny the allegations contained in Paragraph V(b) and, on that basis, deny them. The Hotel, Maverick, and 1000 East Grand deny any and all remaining allegations contained in Paragraph V(b).

### **ALLEGATION V(c)**

At all material times, Respondent United has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

### **ANSWER V(c)**

The allegations in Paragraph II(c) constitute legal conclusions to which no answer is required. To the extent an answer is required, United Service admits the allegations contained in Paragraph V(c). Acron, 1000 East Grand, and Maverick lack information or knowledge sufficient to admit or deny the allegations contained in Paragraph V(c) and, on that basis, deny them. The Hotel, Maverick, and 1000 East Grand deny any and all remaining allegations contained in Paragraph V(c).

## VI

### **ALLEGATION VI(a)**

At all material times, Respondent Sable, an Illinois limited liability company with facilities in Chicago, Illinois, has been engaged in providing lodging.



#### **ANSWER VI(a)**

The Hotel denies the allegations contained in Paragraph VI(a). The Hotel further denies that Respondent Sable (as defined in the Complaint) is a proper party. 1000 East Grand and Maverick lack sufficient knowledge or information to admit or deny the allegations contained in Paragraph VI(a) and, on that basis, denies them. The Hotel, Maverick, and 1000 East Grand deny any and all remaining allegations contained in Paragraph VI(a).

#### **ALLEGATION VI(b)**

During the preceding twelve months, a representative period, Respondent Sable, in conducting its business operations as described above in paragraph VI(a), derived gross revenues in excess of \$500,000 and purchased and received goods valued in excess of \$5,000 directly from points outside the State of Illinois.

#### **ANSWER VI(b)**

The Hotel denies the allegations contained in Paragraph VI(b). The Hotel further denies that Respondent Sable (as defined in the Complaint) is a proper party. 1000 East Grand and Maverick lack sufficient knowledge or information to admit or deny the allegations contained in Paragraph VI(b) and, on that basis, denies them. The Hotel, Maverick, and 1000 East Grand deny any and all remaining allegations contained in Paragraph VI(b).

#### **ALLEGATION VI(c)**

At all material times, Respondent Sable has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

#### **ANSWER VI(c)**

The allegations in Paragraph VI(c) constitute legal conclusions to which no answer is required. To the extent an answer is required, The Hotel denies the allegations contained in Paragraph VI(c). The Hotel further denies that Respondent Sable (as defined in the Complaint) is a proper party. 1000 East Grand and Maverick lack sufficient knowledge or information to admit or deny the allegations contained in Paragraph VI(c) and, on that basis, denies them. The Hotel, Maverick, and 1000 East Grand deny any and all remaining allegations contained in Paragraph VI(c).

### **VII**

#### **ALLEGATION VII(a)**

At all material times, Respondent Offshore, an Illinois limited liability company with facilities in Chicago, Illinois, has been engaged in the and has been engaged in the retail sale of food and beverages.

#### **ANSWER VII(a)**

1000 East Grand denies the allegations contained in Paragraph VII(a). 1000 East Grand further denies that Respondent Offshore (as defined in the Complaint) is a proper party. The Hotel and Maverick lack sufficient knowledge or information to admit or deny the allegations contained in Paragraph VII(a) and, on that basis, denies them. The Hotel, Maverick, and 1000 East Grand deny any and all remaining allegations contained in Paragraph VII(a).

#### **ALLEGATION VII(b)**

During the preceding twelve months, a representative period, Respondent Offshore, in conducting its business operations as described above in paragraph VII (a), derived gross revenues in excess of \$500,000 and purchased and received goods valued in excess of \$5,000 directly from points outside the State of Illinois.

#### **ANSWER VII(b)**

1000 East Grand denies the allegations contained in Paragraph VII(b). 1000 East Grand further denies that Respondent Offshore (as defined in the Complaint) is a proper party. The Hotel and Maverick lack sufficient knowledge or information to admit or deny the allegations contained in Paragraph VII(b) and, on that basis, denies them. The Hotel, Maverick, and 1000 East Grand deny any and all remaining allegations contained in Paragraph VII(b).

#### **ALLEGATION VII(c)**

At all material times, Respondent Sable has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act

#### **ANSWER VII(c)**

The allegations in Paragraph VI(c) constitute legal conclusions to which no answer is required. To the extent an answer is required, The Hotel denies the allegations contained in Paragraph VII(c). The Hotel further denies that Respondent Sable (as defined in the Complaint) is a proper party. 1000 East Grand and Maverick lack sufficient knowledge or information to admit or deny the allegations contained in Paragraph VII(c) and, on that basis, denies them. The Hotel, Maverick, and 1000 East Grand deny any and all remaining allegations contained in Paragraph VII(c).

### **VIII**

#### **ALLEGATION VIII(a)**

At all material times, Respondent Lirica, a Delaware corporation with facilities in Chicago, Illinois, has been engaged in the and has been engaged in providing lodging.

#### **ANSWER VIII(a)**

1000 East Grand denies the allegations contained in Paragraph VIII(a). 1000 East Grand further denies that Respondent Lirica (as defined in the Complaint) is a proper party. The Hotel and Maverick lack sufficient knowledge or information to admit or deny the allegations contained in Paragraph VIII(a) and, on that basis, denies them. The Hotel, Maverick, and 1000 East Grand deny any and all remaining allegations contained in Paragraph VIII(a).

#### **ALLEGATION VIII(b)**

During the preceding twelve months, a representative period, Respondent Lirica, in conducting its business operations as described above in paragraph VIII(a), derived gross revenues in excess of \$500,000 and purchased and received goods valued in excess of \$5,000 directly from points outside the State of Illinois.

**ANSWER VIII(b)**

1000 East Grand denies the allegations contained in Paragraph VIII(b). 1000 East Grand further denies that Respondent Lirica (as defined in the Complaint) is a proper party. The Hotel and Maverick lack sufficient knowledge or information to admit or deny the allegations contained in Paragraph VIII(b) and, on that basis, denies them. The Hotel, Maverick, and 1000 East Grand deny any and all remaining allegations contained in Paragraph VIII(b).

**ALLEGATION VIII(c)**

At all material times, Respondent Lirica has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

**ANSWER VIII(c)**

The allegations in Paragraph VIII(c) constitute legal conclusions to which no answer is required. To the extent an answer is required, 1000 East Grand denies the allegations contained in Paragraph VIII(c). 1000 East Grand further denies that Respondent Lirica (as defined in the Complaint) is a proper party. The Hotel and Maverick lack sufficient knowledge or information to admit or deny the allegations contained in Paragraph VIII(c) and, on that basis, denies them. The Hotel, Maverick, and 1000 East Grand deny any and all remaining allegations contained in Paragraph VIII(c).

**IX**

**ALLEGATION IX(a)**

At all material times, Respondent Acron, Respondent Maverick, and Respondent 1000 East Grand have been parties to a contract which provides that they agreed to engage in the retail sale of food/beverages and provide lodging.

**ANSWER IX(a)**

The Hotel, Maverick, and 1000 East Grand deny the allegations contained in Paragraph IX(a).

**ALLEGATION IX(b)**

At all material times, Respondent Acron, Respondent Maverick, and Respondent 1000 East Grand administered a common labor policy.

**ANSWER IX(b)**

The Hotel, Maverick, and 1000 East Grand deny the allegations contained in Paragraph IX(b).

**ALLEGATION IX(c)**

At all material times, Respondent Acron, Respondent Maverick, and Respondent 1000 East Grand have been joint employers.

**ANSWER IX(c)**

The allegations in Paragraph IX(c) constitute legal conclusions to which no answer is required. To the extent an answer is required, the Hotel, Maverick, and 1000 East Grand deny the allegations contained in Paragraph IX(c).

#### **ALLEGATION IX(d)**

At all material times, Respondents Acron-Maverick have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged personnel with each other; have interrelated operations with commonly owned equipment; and have held themselves out to the public as a single-integrated business enterprise.

#### **ANSWER IX(d)**

The Hotel, Maverick, and 1000 East Grand deny the allegations contained in Paragraph IX(d). The Hotel, Maverick, and 1000 East Grand further deny that Respondents Acron-Maverick (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel, Maverick, and 1000 East Grand further deny any and all remaining allegations contained in Paragraph IX(d).

#### **ALLEGATION IX(e)**

At all material times, based on its operations described above in paragraph IX(d), Respondents Acron-Maverick constitute a single employer within the meaning of the Act.

#### **ANSWER IX(e)**

The allegations in Paragraph IX(e) constitute legal conclusions to which no answer is required. To the extent an answer is required, the Hotel, 1000 East Grand, and Maverick deny the allegations contained in Paragraph IX(e). The Hotel, Maverick, and 1000 East Grand further deny that Respondents Acron-Maverick (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel, Maverick, and 1000 East Grand further deny any and all remaining allegations contained in Paragraph IX(e).

### **X**

#### **ALLEGATION X(a)**

At all material times, Respondents Acron-Maverick and Respondents United Service Companies have been parties to a contract which provides that they agreed to engage in the retail sale of food and beverages and provide lodging to the public.

#### **ANSWER X(a)**

The Hotel, 1000 East Grand, and Maverick deny the allegations contained in Paragraph X(a). The Hotel, Maverick, and 1000 East Grand further deny that Respondents Acron-Maverick (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel and 1000 East Grand deny that Respondents United Service Companies (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel, Maverick, and 1000 East Grand further deny any and all remaining allegations contained in Paragraph X(a).

#### **ALLEGATION X(b)**

At all material times, Respondents Acron-Maverick and Respondents United Services Companies administered a common labor policy.

**ANSWER X(b)**

The Hotel, Maverick, and 1000 East Grand deny the allegations contained in Paragraph X(b). The Hotel, Maverick, and 1000 East Grand further deny that Respondents Acron-Maverick (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel and 1000 East Grand deny that Respondents United Service Companies (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel, Maverick, and 1000 East Grand further deny any and all remaining allegations contained in Paragraph X(b).

**ALLEGATION X(c)**

At all material times, Respondents Acron-Maverick and Respondents United Services Companies have been joint employers.

**ANSWER X(c)**

The allegations in Paragraph X(c) constitute legal conclusions to which no answer is required. To the extent an answer is required, the Hotel, Maverick, and 1000 East Grand deny the allegations contained in Paragraph X(c). The Hotel, Maverick, and 1000 East Grand further deny that Respondents Acron-Maverick (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel and 1000 East Grand deny that Respondents United Service Companies (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel, Maverick, and 1000 East Grand further deny any and all remaining allegations contained in Paragraph X(c).

**XI**

**ALLEGATION XI**

At all material times, the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

**ANSWER XI**

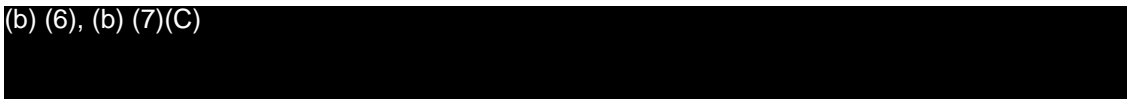
The Hotel, Maverick, and 1000 East Grand admit the allegations contained in Paragraph XI.

**XII**

**ALLEGATION XII**

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondents Acron-Maverick and Respondents United Service Companies within the meaning of Section 2(11) of the Act and agents of Respondents Acron-Maverick and Respondents United Services Companies within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C)

A large black rectangular redaction box covers the names and identifying information of the individuals mentioned in the preceding paragraph.

## **ANSWER XII**

The Hotel and Maverick admit that (b) (6), (b) (7)(C) was the Hotel's (b) (6), (b) (7)(C), that (b) (6), (b) (7)(C) is its (b) (6), (b) (7)(C), and that they held supervisory positions within the meaning of Section 2(11) of the Act. The Hotel denies that (b) (6), (b) (7)(C) were acting as its agents or as supervisors as to unspecified acts occurred on unspecified dates. 1000 East Grand lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraph XII and, on that basis, denies them. The Hotel, Maverick, and 1000 East Grand further deny that Respondents Acron-Maverick (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel and 1000 East Grand deny that Respondents United Service Companies (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel, Maverick, and 1000 East Grand further deny any and all remaining allegations contained in Paragraph XII.

## **XIII**

### **ALLEGATION XIII(a)**

The following employees of Respondents Acron-Maverick and Respondents United Service Companies (the Food and Beverage Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All regular full-time and part-time food and beverage employees employed at the Lirica Restaurant, 900 E Grand Ave, Chicago, Illinois 60611, including kitchen employees, servers, bussers, bartenders, cashiers<sup>1</sup> [*sic*] and hosts, but excluding all other employees, including confidential, secretarial, office clerical, sales, and skilled maintenance employees and all supervisors, managers, and guards as defined under the National labor Relations Act.

### **ANSWER XIII(a)**

1000 East Grand admits that the Food and Beverage Unit described in Paragraph XIII(a) constitutes a unit appropriate for the purposes of collective bargaining with respect to 1000 East Grand. The Hotel and Maverick deny that they employ any of the employees in Food and Beverage Unit described in Paragraph XIII(a). The Hotel and Maverick lack knowledge or information sufficient to admit or deny the remaining allegations contained in Paragraph XIII(a) and, on that basis, deny them. The Hotel, Maverick, and 1000 East Grand further deny that Respondents Acron-Maverick (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel and 1000 East Grand deny that Respondents United Service Companies (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel, Maverick, and 1000 East Grand further deny any and all remaining allegations contained in Paragraph XIII(a).

### **ALLEGATION XIII(b)**

The following employees of Respondents Acron-Maverick and Respondents United Service Companies (the Lodging Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All regular full-time and part-time employees at the Sable at Navy Pier Hotel, or such other hotel located at 900 E Grand Ave, Chicago, Illinois 60611 in the following classifications: hotel service, housekeeping and laundry (including room cleaners, house cleaners, bell persons, telephone operators, concierges, laundry workers, and front-desk employees), but excluding all

other employees, including confidential, secretarial, office clerical, sales and skilled maintenance employees and all supervisors, managers, and guards as defined under the National Labor Relations Act.

**ANSWER XIII(b)**

The Hotel admits that the Lodging Unit described in Paragraph XIII(b) constitutes a unit appropriate for the purposes of collective bargaining with respect to the Hotel. 1000 East Grand and Maverick deny that they employ any of the employees in the Lodging Unit described in Paragraph XIII(b). 1000 East Grand and Maverick lack knowledge or information sufficient to admit or deny the remaining allegations contained in Paragraph XIII(b) and, on that basis, deny them. The Hotel, Maverick, and 1000 East Grand further deny that Respondents Acron-Maverick (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel and 1000 East Grand deny that Respondents United Service Companies (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel, Maverick, and 1000 East Grand further deny any and all remaining allegations contained in Paragraph XIII(b).

**ALLEGATION XIII(c)**

Since about August 5, 2021, and at all material times thereafter, Respondents Acron-Maverick and Respondents United Service Companies have recognized the Charging Party as the exclusive collective-bargaining representative of the Food and Beverage Unit and Lodging Unit.

**ANSWER XIII(c)**

1000 East Grand admits that it has recognized Charging Party as the exclusive collective-bargaining representative of the Food and Beverage Unit described in Paragraph XIII(a). 1000 East Grand denies that it has recognized Charging Party as the exclusive collective-bargaining representative of the Lodging Unit described in Paragraph XIII(b). The Hotel admits that it has recognized Charging Party as the exclusive collective-bargaining representative of the Lodging Unit described in Paragraph XIII(b). The Hotel denies that it has recognized Charging Party as the exclusive collective-bargaining representative of the Food and Beverage Unit described in Paragraph XIII(a). Maverick denies the allegations contained in Paragraph XIII(c). The Hotel, Maverick, and 1000 East Grand further deny that Respondents Acron-Maverick (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel and 1000 East Grand deny that Respondents United Service Companies (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel, Maverick, and 1000 East Grand further deny any and all remaining allegations contained in Paragraph XIII(c).

**XIV**

**ALLEGATION XIV(a)**

About August 1, 2022, Respondents Acron-Maverick and Respondents United Service Companies unilaterally and without notifying or bargaining with the Union, altered the Food and Beverage Unit's health care coverage.

**ANSWER XIV(a)**

1000 East Grand denies the allegations contained in Paragraph XIV(a). The Hotel and Maverick lack sufficient knowledge or information to admit or deny the allegations contained in Paragraph XIV(a) and, on that basis, denies them. The Hotel, Maverick, and 1000 East Grand further deny that Respondents Acron-Maverick (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel and 1000 East Grand deny that Respondents United Service Companies (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel, Maverick, and 1000 East Grand further deny any and all remaining allegations contained in Paragraph XIV(a).

**ALLEGATION XIV(b)**

About August 1, 2022, Respondents Acron-Maverick and Respondents United Service Companies failed and refused to bargain collectively and in good faith with the Union by failing to notify or provide the Union with an opportunity to bargain over Respondents Acron-Maverick and Respondents United Service Companies' unilateral decision to change the Food and Beverage Unit's health care coverage.

**ANSWER XIV(b)**

1000 East Grand denies the allegations contained in Paragraph XIV(b). The Hotel and Maverick lack sufficient knowledge or information to admit or deny the allegations contained in Paragraph XIV(b) and, on that basis, denies them. The Hotel, Maverick, and 1000 East Grand further deny that Respondents Acron-Maverick (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel and 1000 East Grand deny that Respondents United Service Companies (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel, Maverick, and 1000 East Grand further deny any and all remaining allegations contained in Paragraph XIV(b).

**XV**

**ALLEGATION XV(a)**

Since about June 24, 2022, the Union has requested, in writing, that Respondents Acron-Maverick and Respondents United Service Companies furnish the Union with information in Paragraphs A-U in Attachment 1 hereto.

**ANSWER XV(a)**

The Hotel and 1000 East Grand admit that the Union submitted the information request identified in Attachment 1 on or about February 8, 2022. Maverick lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraph XV(a) and, on that basis, denies them. The Hotel, Maverick, and 1000 East Grand further deny that Respondents Acron-Maverick (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel and 1000 East Grand deny that Respondents United Service Companies (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel, Maverick, and 1000 East Grand further deny any and all remaining allegations contained in Paragraph XV(a).



#### **ALLEGATION XV(b)**

The information requested above by the Union, excluding Paragraphs Q1, Q2, S1, and T1, is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Food and Beverage Unit and Lodging Unit.

#### **ANSWER XV(b)**

The allegations in Paragraph XV(b) constitute legal conclusions to which no answer is required. To the extent an answer is required, the Hotel and 1000 East Grand deny the allegations contained in Paragraph XV(b). Maverick lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraph XV(b) and, on that basis, denies them. The Hotel, Maverick, and 1000 East Grand further deny that Respondents Acron-Maverick (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel and 1000 East Grand deny that Respondents United Service Companies (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel, Maverick, and 1000 East Grand further deny any and all remaining allegations contained in Paragraph XV(b).

#### **ALLEGATION XV(c)**

Since about June 24, 2022, Respondents Acron-Maverick and Respondents United Service Companies, have failed and refused to furnish the Union with the relevant information requested by it as described above in paragraph XV(a).

#### **ANSWER XV(c)**

The Hotel and 1000 East Grand deny the allegations contained in Paragraph XV(c). Maverick lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraph XV(c) and, on that basis, denies them. The Hotel, Maverick, and 1000 East Grand further deny that Respondents Acron-Maverick (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel and 1000 East Grand deny that Respondents United Service Companies (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel, Maverick, and 1000 East Grand further deny any and all remaining allegations contained in Paragraph XV(c).

### **XVI**

#### **ALLEGATION XVI(a)**

By the conduct described above in paragraphs XIV and XV Respondents Acron-Maverick and Respondents United Service Companies have been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

#### **ANSWER XVI(a)**

The allegations in Paragraph XVI(a) constitute legal conclusions to which no answer is required. To the extent an answer is required, the Hotel and 1000 East Grand deny the allegations contained in Paragraph XVI(a). Maverick lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraph XVI(a) and, on that basis, denies them. Maverick further denies that it is a proper party in this matter. The Hotel, Maverick, and 1000 East Grand further deny that Respondents Acron-

Maverick (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel and 1000 East Grand deny that Respondents United Service Companies (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel, Maverick, and 1000 East Grand further deny any and all remaining allegations contained in Paragraph XVI(a).

## **XVII**

### **ALLEGATION XVII**

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

### **ANSWER XVII**

The allegations in Paragraph XVII constitute legal conclusions to which no answer is required. To the extent an answer is required, the Hotel and 1000 East Grand deny the allegations contained in Paragraph XVII. Maverick lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraph XVII and, on that basis, denies them. Maverick further denies that it is a proper party in this matter. The Hotel, Maverick, and 1000 East Grand further deny that Respondents Acron-Maverick (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel and 1000 East Grand deny that Respondents United Service Companies (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel, Maverick, and 1000 East Grand further deny any and all remaining allegations contained in Paragraph XVII.

## **XVIII**

### **ALLEGATION XVIII**

WHEREFORE, as part of the remedy for Respondents Acron-Maverick and Respondents United Service Companies' unfair labor practices alleged above in paragraph XI, the General Counsel seeks an Order requiring Respondents Acron-Maverick and Respondents United Service Companies to cease and desist from violating Section 8(a)(5) and (1) of the Act in any manner and requiring that Respondents Acron-Maverick and Respondents United Service Companies bargain with the Union over Respondents Acron-Maverick and Respondents United Service Companies changes to the Food and Beverage Unit's health care coverage. The General Counsel also seeks an Order requiring Respondents Acron-Maverick and Respondents United Service Companies to rescind the changes to the Food and Beverage Unit's health care coverage, and make the Food and Beverage Unit employees whole for any benefits they lost because of the unlawful change to their health care coverage.

### **ANSWER XVIII**

The Hotel and 1000 East Grand admit that the General Counsel seeks an Order as described in Paragraph XVIII. The Hotel and 1000 East Grand deny that the General Counsel is entitled to any such remedy. Maverick further denies that it is a proper party in this matter. The Hotel, Maverick, and 1000 East Grand further deny that Respondents Acron-Maverick (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel and 1000 East Grand deny that Respondents United Service Companies (as defined in the Complaint) are joint employers or a single integrated enterprise. The Hotel, Maverick, and 1000 East Grand further deny any and all remaining allegations contained in Paragraph XVIII.

## **DEFENSES**

### **I**

1000 East Grand is the employer for the Food and Beverage Unit described in Paragraph XIII(a).

### **II**

The Hotel is the employer for the Lodging Unit described in Paragraph XIII(b).

### **III**

Maverick is not a proper respondent in the charge in case numbers 13-CA-300316 and 13-CA-301387 because it does not own the Hotel or 1000 East Grand, nor does it employ any bargaining unit members.

### **IV**

The Hotel is not a proper respondent in the charge in case number 13-CA-301387 because it is not the employer of the bargaining unit members of the Food and Beverage unit described in Paragraph XIII(a) and does not have the ability to alter the health insurance coverage for such employees.

### **V**

Respondent Sable (as defined in the Complaint), Respondent Offshore (as defined in the Complaint), and Respondent Lirica (as defined in the Complaint) are not proper respondents in this matter because they are not legal entities, are not employers as defined by the Act, do not employ any bargaining unit members, and do not engage in commerce or an industry effecting commerce as defined by the Act.

### **VI**

Maverick, the Hotel, and 1000 East Grand are not joint employers or a single integrated enterprise.

### **VII**

The Hotel and 1000 East Grand have provided Charging Party with all information necessary for Charging Party to fully and faithfully discharge its obligation represent bargaining unit members.

### **VIII**

1000 East Grand provided Charging Party with notice of, and an opportunity to bargain over, the changes to the health and welfare benefits for the Food and Beverage Unit, but Charging Party declined to engage in any such bargaining.

WHEREFORE The Hotel, 1000 East Grand, and Maverick submit the allegations in the Complaint and Notice of Hearing are without merit and the Complaint should be dismissed in its entirety.

Dated: March 24, 2023

Respectfully submitted,

Acron Navy Pier Hotel, LLC d/b/a Sable Hotel at Navy Pier, United Service Companies, Inc., 1000 East Grand, LLC d/b/a Lirica at Navy Pier and Offshore at Navy Pier, and Maverick Hotels and Restaurants, LLC

By: /s/ Joseph T. Charron Jr.  
One of their attorneys

William F. Dugan  
Joseph T. Charron  
Baker & McKenzie  
300 E. Randolph, Suite 5000  
Chicago, IL 60601  
Phone: 312-861-4208  
Email: [william.dugan@bakermckenzie.com](mailto:william.dugan@bakermckenzie.com)

### **CERTIFICATE OF SERVICE**

The undersigned attorney hereby certifies that on March 24, 2023 he caused the foregoing document to be filed electronically via the National Labor Relations Board's electronic filing system. All parties below will be served via e-mail.

Kimberly C. Weber , ESQ.  
McCracken Stemerman & Holsberry LLP  
475 14th Street, Suite 1200  
Oakland, CA 94612  
[kweber@msh.law](mailto:kweber@msh.law)

Paul Hitterman  
Acting Regional Director  
National Labor Relations Board  
Region 13  
Dirksen Federal Building  
219 South Dearborn Street, Suite 808  
Chicago, Illinois 60604-2027  
[paul.hitterman@nrlrb.gov](mailto:paul.hitterman@nrlrb.gov)

/s/ Joseph T. Charron Jr.  
One of the attorneys for Respondents